

IN WITNESS WHEREOF, we, the said parties hereto, have hereunto set our hands and seals the day and year first above written.

V. H. Rees (SEAL)

Alice W. Rees (SEAL)

J. E. Bogart (SEAL)

STATE OF OKLAHOMA,)
 ; SS.
ROGERS COUNTY.)

Before me, George L. Hicks in and for said County and State, on this 29, day of Dec. 1908 personally appeared V. H. Rees ~~and~~ Alice W. Rees, husband ~~and~~ wife, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

George L. Hicks, Notary Public.

(SEAL) My commission expires June 5th, 1911.

Filed for record at Tulsa, Okla., Jan. 13, 1909, at 9 A. M.

H. C. Walkley, Register of Deeds (SEAL)

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REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 4, day of Jan. in the year of our Lord One Thousand Nine Hundred and Nine, between Ruth K. Downing ofparty of the first part, and H. P. Showalter, of Muskogee, Oklahoma, party of the second part:

WITNESSETH: that the said party of the first part for and in consideration of the sum of Forty Dollars, to her in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released and confirmed, and by these presents do grant, bargain, sell, release and confirm unto the said party of the second part his successors and assigns, forever, all of the following described real estate, situate, lying and being in the County of Tulsa, and State of Oklahoma to wit:

South East Quarter of South West Quarter of South West Quarter and South Half of South East Quarter of South West Quarter of Section 36, Township 21, Range 13. Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD THE ABOVE BARGAINED PREMISES unto the said party of the second part his successors and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, his successors and assigns forever, and the said party of the first part do covenant with the said party of the second part, his successors and assigns, that at the time of the delivery of these presents....are well seized of said premises in fee simple; that they are free from all incumbrances and charges whatever, and that I will and my heirs, executors and assigns shall forever warrant and defend the title to the same against all lawful claims whatsoever.

Provided always, that these presents are upon the express condition, that the said part.. of the first part shall and do.. well and truly pay or cause to be paid to the said party of the second part, his successors or assigns the sum of Forty Dollars, with interest according to a certain promissory note bearing even date herewith, executed by Ruth K. Downey, to said party of the second part, his successors or assigns, to which these presents are collateral, and shall also pay and discharge or cause to be paid within the time prescribed by law, all